

Heartland AEA (AEA #11) Teamsters #238 7/1/2005 6/30/2008

Comprehensive
Agreement
between

**Heartland Area Education
Agency 11 and the
Teamster's Local No. 238**

2005-2008

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Article 1: Recognition

Heartland Area Education Agency 11 hereinafter recognizes Teamster's Local Union No. 238 as the sole and exclusive negotiating agent for the following full-time and regular part-time classified personnel positions:

administration secretary, administrative clerk I, aide, audiometrist, brailist, clerk/typist, copy center operator, custodian, educational services secretary, illustrator, media clerk, media secretary, printer, printer platemaker/printshop assistant, production clerk, proofreader, receptionist-clerk/typist, reservation secretary, special education secretary, van driver, warehouse worker, and worker/maintenance.

All other personnel not specifically included above shall be excluded from the bargaining unit and the jurisdiction of the bargaining representative.

Definitions:

- A. The term "employer" as used in this agreement shall mean the Heartland Area Education Agency 11 Board of Associate administrators or its duly authorized representatives.
- B. The term "employee" as used in this agreement shall mean all the classified employees represented by Local Union No. 238 as defined and certified by the Public Employment Relations Board in Case 1067.
- C. The term "union" as used in this Agreement shall mean the Over The Road and City Transfer Drivers, Local Union No. 238.
- D. The terms "chief administrator" and "associate administrator" as used in this agreement shall subsume the official designee in case of the administrator's absence.

Article 2: Grievance Procedures

A. Definition

- 1. A 'grievance' is a claim by an employee, or employees, that there has been an alleged violation, misinterpretation, or misapplication of any provision of this agreement.
- 2. An 'aggrieved person' is the employee, or employees, making the claim of alleged violation, misinterpretation, or misapplication of the agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to any problems arising out of the contractual agreement. All grievances shall be filed on forms provided by the employer at no cost to the employee.

C. Time Limits

1. The failure of an employee, or the union at those steps wherein the Union represents the employee, to act within the prescribed time limits will act as a bar to any further appeal.
2. The failure of an administrator to give a decision within the prescribed time limits shall permit the grievance to proceed to the next level.
3. The specified number of days at any level designating the time limits shall mean the date of delivery if in person or the postmark date if by mail.
4. The time limits may be extended at any step by mutual agreement of the parties.

D. Procedures

1. Level One - Supervisor (Informal)

An attempt shall be made by the aggrieved person to resolve any grievance in informal, verbal discussion with the appropriate supervisor. This discussion shall take place within five working days of the date of the first alleged violation even though the violation recurs or the aggrieved person shall be deemed to have waived the right to grieve. Prior to the verbal discussion, the aggrieved person shall complete the first part of the grievance form pertaining to level one and present it to the supervisor.

2. Level Two - Associate Administrator (Formal)

If the grievance cannot be solved informally, the aggrieved person shall file the grievance in writing with the appropriate associate administrator and, at a mutually agreeable time, discuss the matter with the associate administrator. The aggrieved person shall have the opportunity to have a representative of the union present at the meeting. The written grievance shall give the following:

- a. The date of deliverance of the grievance to the supervisor;
- b. The nature of the grievance and date of occurrence of the incident giving rise to the grievance;
- c. The specific section of the article being grieved;
- d. The remedy requested;
- e. The signature of the aggrieved person.

Filing of the grievance in writing at the second level must be within 10 working days of the date of occurrence of the event giving rise to the grievance.

The associate administrator shall make a decision on the grievance

and file a response in writing within 10 working days of receipt of the grievance. A copy of the decision shall be given to the employee and to the chief administrator.

3. Level Three - Chief Administrator

If the grievance is not resolved satisfactorily, the aggrieved person may file the grievance with the chief administrator within five working days of the decision at level two. Within 10 working days after the filing with the chief administrator, the aggrieved person and the chief administrator shall meet to resolve the grievance. The union will have the opportunity to have a representative, in addition to the aggrieved person, present at this meeting. The aggrieved person shall be responsible for notifying the union of the meeting. The chief administrator shall file a decision within 10 working days of the meeting. A copy of the decision shall be filed with the aggrieved person, the associate administrator, and the union.

4. Level Four - Arbitration

If the grievance is not resolved satisfactorily at level three, the aggrieved person shall have available the opportunity to file for binding arbitration. The union shall submit, in writing, and over the signature of the aggrieved person, a request for arbitration. The request shall be submitted to the chief administrator within 20 days of the filing of the decision at level three. The failure of either the union or the aggrieved to sign the request for arbitration, shall nullify the grievance, and the decision by the chief administrator shall be final and binding.

The arbitrator shall be selected by the two parties within five working days after the request is received, or the Federal Mediation and Conciliation Service shall be requested to provide a list of seven arbitrators. Each party will alternately strike one name from the list until only one remains; the opportunity to remove the first name to be decided by lot. The last name on the list shall be the arbitrator, and the arbitrator shall render a decision, which shall be binding on the parties.

The arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. His/her decision shall be limited to the issue or issues presented in the grievance and based on his/her interpretation of the application of the express language of the agreement.

It is further expressly understood that if a complaint is filed in any forum other than the grievance procedure, it shall not be processed under the grievance procedure.

E. Costs

Expenses for the arbitrator's services shall be borne equally by the parties, except that any expenses for witnesses called or counsel used shall be borne by the party calling such witnesses or using such counsel. No stenographic transcript of the arbitration hearing shall be made unless

requested by a party. The requesting party shall pay the cost unless the other party requests a copy, in which case the parties shall share the cost equally.

Article 3: Dues Deduction

A. Authorization

1. Any employee in the union's certified bargaining unit, or who has applied for membership, may sign and deliver to the employer an assignment authorizing payroll deduction of union dues and initiation fee. The Employer agrees to collect current dues only. No political action contributions will be collected through payroll deductions.
2. The authorization card for dues deduction shall be designed by the union, subject to the approval of the employer and expenses for producing and distributing said form shall be borne by the union.

B. Duration

The authorization to deduct dues shall remain in effect from year to year unless revoked in writing by a 30-day notice to the employer. Notice to the employer of any change in the amount of dues deduction shall be made at least 30 days prior to the date of the change.

C. Agreement to Indemnify

The union agrees to indemnify and hold harmless the employer, each individual board member, Heartland Area Education Agency 11, and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions in this agreement between the parties for dues deduction.

Article 4: Other Payroll Deductions

Upon appropriate written authorization from the employee, the employer shall deduct from the salary of the employee and make appropriate remittance for payroll deductions for tax sheltered annuities, United States government bonds, United Way Campaign, insurance programs and the Polk County Employees Credit Union. Family insurance deductions shall be made on a semi-monthly basis.

Article 5: Transfer Procedures

- ### A. The human resource director shall post in the main office and branch offices a list of vacancies as they occur.

B. Transfer Requests

An employee who desires a transfer shall file a written statement of such desire. One copy of the request shall be filed with the associate adminis-

trator and one with the human resource director. Such requests shall be reviewed at least once a year and as vacancies occur.

C. Transfer Status

All current employees requesting transfer shall be given preference over new applicants if equally qualified as determined by the employer, subject to the provisions of Article 2: Grievance Procedures. In the event the employer does not honor the transfer request of an employee, the employer shall, upon the written request of the employee, articulate in writing the reasons for denying the request.

D. A conference shall be held with an employee being considered for transfer.

Article 6: Seniority, Probation, Layoffs, and Recall

A. Seniority

For purposes of this agreement, "seniority" is defined as a regular full-time 12-month employee's continuous length of employment from the employee's most recent date of hire by the employer. Seniority shall be broken by an employee's resignation or termination. Regular full-time 10-month employees shall acquire seniority at a ratio proportionate to the employee's 10-month condition of employment. Regular part-time employees shall acquire seniority at a ratio proportionate to the employee's term of employment. All employees other than those listed shall not acquire seniority. Seniority shall be terminated or interrupted by the following:

1. voluntary termination;
2. layoffs in excess of 18 months;
3. discharge (subject to determination in grievance procedures);
4. partial loss of seniority during suspension (subject to determination in grievance procedures).

B. Probation

All new employees shall have the status with the employer of probationary employment for 120 working days from the first day of the most recent hire. With mutual agreement of the employer and employee, the probation period may be extended up to an additional 60 working days. During probation, a new employee shall have no seniority rights or recourse to the grievance procedure. Any employee retained by the employer after completion of the probationary period shall obtain regular employee status and shall have seniority retroactive to the date of hire.

C. Layoffs

The employer has sole discretion to determine the necessity for an

implementation of a layoff of the work force. Except in cases of emergency, notice of layoff shall be given at least two weeks in advance of the layoff, or two weeks pay given in lieu thereof. If a layoff is deemed necessary, the employer shall base decisions on the relative skill, ability, competence, qualification, experience, and seniority of available employees to do the work within each specific job title. If a choice must be made between two or more employees of equal skill, ability, competence, qualification, and experience, the employee(s) with least seniority shall be laid off.

D. Recall

An employee to be recalled from a layoff shall be notified as far in advance as possible by certified mail, return-receipt requested, mailed to his/her last address as shown on the employer's records. Any employee so called back to work must return within seven consecutive calendar days after receiving such notice, or at the time and date indicated in the notice, whichever is later. Any employee failing to do so shall automatically lose his/her seniority rights and shall be terminated. An employee shall be considered as having received notice of the recall as of the date such notice is delivered to his/her last known address, as reflected by the employer's records. It is the employee's responsibility to keep the employer informed of his/her current address and phone number. Employees on layoff shall be recalled in the order of their seniority, provided operational efficiency is maintained. Probationary, temporary part-time hourly and seasonal employees have no recall rights. Any employee not recalled within 18 months of the date of layoff shall be removed from the seniority list.

Article 7: Sick Leave

Regular full-time, 12 month employees shall be granted leaves of absence for personal illness or injury with pay for 18 working days each contract year as of July 1 of said contract year. If an employee is unable to report for duty on the first day of the new contract, and has no accumulated sick leave on which to draw, compensation for sick leave shall not be allowed under the new contract until the employee does report, whereupon the sick leave will be retroactive. Unused sick leave days shall be accumulated from year to year with a maximum of 110 days. Once the 110 day maximum is reached, employees may use the 18 days from the current year allotment prior to using days from the accumulated 110 days. Use of personal illness leave shall be in units of not less than one hour.

The employer may require such evidence as it deems necessary confirming the necessity for such personal illness absence. Any request for medical evidence by the employer shall be secured by and at the expense of the employee. The employee shall submit medical evidence whenever absent five or more consecutive working days, and any expense involved in securing such medical evidence shall be the responsibility of the employee.

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than the first working day in September of each contract year.

Regular full-time, 10-month employees are subject to the provisions of this article, with the stipulation that regular full-time 10-month employees shall engage in these practices at a ratio proportionate to the employee's 10-month condition of employment. All employees other than regular full-time 10- or 12-month shall receive sick leave according to statute.

Article 8: Temporary Leaves of Absence

Regular full-time 10- and 12-month employees shall be entitled to the following leaves of absence. All employees other than regular full-time 10- and 12-month shall not receive temporary leaves of absence.

A. Required Attendance at Trials, Hearings & Depositions

Employees are normally granted leave with pay to serve on juries or respond to subpoenas when approved by the associate administrator. Since the fees paid by the court for jury duty (except mileage) are taxable income to the employee, Heartland will reduce the employee's regular pay correspondingly to avoid double taxation. The associate administrator and human resource director should be informed three days in advance of anticipated absence. A copy of any and all checks received from the court must be submitted with the completed absence form. Employees are required to return to their regular assignments when not on court duty. Form AEA-1041-87r should be used to report the absence.

B. Bereavement Leave

1. Regular full-time 10- and 12-month employees shall be granted up to five working days of leave for each death in the immediate family, noncumulative per year. Such leave shall be granted, not to exceed five days, as may be necessary in the opinion of the chief administrator or designee for attendance at the funeral and for any other purposes directly arising out of the said death. This leave shall include cohabiting, domestic partners.
2. Immediate family shall be limited to the employee's spouse, child, stepchild, parents, stepparents, siblings, grandchildren, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, father-in-law, or mother-in-law, members of the employee's immediate household and cohabitating domestic partners.
3. In the case of the death of any other relative or person of close personal relationship, or a Heartland employee, Heartland employee's spouse, parent, or child, up to one working day of absence may be granted for attendance at the funeral. The leave may not be split and taken over two or more workdays. OPL is available for extenuating circumstances.

C. Other Paid Leave

During each service year, all full-time regular 10- or 12-month staff may be eligible to receive five days of Other Paid Leave. Part-time staff will receive a pro-rated amount of OPL based upon the number of hours worked in a fiscal year. Use of these days shall be in units of not less than one-half hour. The employee shall provide five days advance notice of an OPL request to the supervisor when possible. In any case, the employee must notify the supervisor or secretary before the scheduled reporting time or it shall result in unpaid leave.

Other Paid Leave: The supervisor may consider the request for five days of OPL using these guidelines:

- Supporting the districts and the students within AEA 11 is central to the mission of Heartland AEA 11.
- An option does not exist for scheduling the event or meeting on a weekend or outside the work hours.
- The leave is not considered vacation or an extension of vacation.

The leave will be granted when it meets the conditions as listed below: personal routine doctor or dental appointments, personal illness or injury, family functions (i.e. school events, family milestones), business appointments, volunteer work, disaster, emergency, inclement weather (subject to Heartland's snow day policy), bereavement, illness in the immediate family as defined below:

Immediate family shall be limited to the employee's spouse, child, stepchild, parents, stepparents, siblings, grandchildren, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, father-in-law, mother-in-law, members of the employee's immediate household and cohabitating domestic partners.

D. Parental Leave

Up to five days of parental leave is available to a regular full-time 10 or 12-month eligible employees for an adoption or pregnancy. Leave for an adoption may be used for the adoption process or immediately after the child is brought home. Parental leave must be taken at the birth or immediately following the birth. This leave is non-cumulative. The employee is also eligible for FMLA.

E. Non-Approved Leave

No leaves of any kind or for any purpose other than specifically included in this agreement shall be taken without approval of the chief administrator. Any non-approved leave may be cause for dismissal.

F. The employer shall not arbitrarily implement the foregoing paid or unpaid leave provisions. However, for Family Medical Leave Act purposes federal law requires the agency to grant up to 12 weeks of

leave per year to employees who have been employed at least 12 months and who have worked at least 1,250 hours during the preceding 12 months for the purpose of the employee's personal serious health condition, caring for the employee's newly born child, caring for a child placed for adoption or placement of a foster child, or caring for the employee's parent, spouse, or child with a serious health condition.

Employees may request leave under the Family Medical Leave Act for up to 12 weeks per year. "Year" shall be measured forward from the first day leave is used.

Eligible employees shall first utilize any paid leave otherwise applicable and available in the agency, which paid leave shall count against the 12 weeks; any leave in excess of available paid leave shall be unpaid. Regardless of any other provisions in this agreement, the agency shall continue the agency's contribution towards insurance on behalf of the employee for up to 12 weeks as if the employee were still at work. If the employee has more than 12 weeks of paid leave available, the agency shall continue the agency's contribution until the paid leave is exhausted. The employee shall remit the employee's contribution towards insurance by the date the agency makes payment to the insurance carrier or within 30 days thereafter. Failure to make contributions when due may result in the employee losing coverage during the period of leave. If the employee does not return to work at the end of the leave, except for reasons specified in the Act, the employee will be required to reimburse the agency for the contributions made by the agency while the employee was on unpaid leave.

Article 9: Paid Holidays

The following named holidays shall be paid for at the 12-month employee's regular schedule pay scale:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Day
- two floating days*

*(one for 10-month employees)

The employer shall annually designate the two dates for the floating days which will fall on or between December 24 and January 2.

In those cases where the holiday falls on Saturday, the day of observance shall be on the preceding Friday, and in those cases where the holiday falls on a Sunday, it shall be observed on the following Monday. Any holiday while an employee is on vacation shall not count as a vacation day.

To qualify for holiday pay, the regular employee must work the regular work day immediately preceding and following the holiday if scheduled to do so, or is

unable to work because he/she is on leave approved in advance.

Regular full-time 10-month employees shall receive holiday pay only for those holidays occurring within the term of employment. All employees other than regular full-time 10- or 12-month will not receive paid holidays. Regular full-time 10-month employees shall work at least 180 full-time days.

Paid holidays shall be counted as time worked for overtime or compensatory time purposes under Article 13: Work Week and Work Day.

Article 10: Paid Vacation

Regular full-time 12-month employees shall earn paid vacation credit at the following rate:

Year of Employment	Days Earned
first and second	10
third	12
fourth	13
fifth and sixth	15
seventh, eighth and ninth	18
tenth and after	20

Employees working less than full-time 12-month jobs shall earn paid vacation credit at a ratio proportionate to their conditions of employment; except, no employee working less than full-time for 180 days shall earn paid vacation credit.

Paid vacation days may only be taken as accrued.

All paid vacations must be scheduled in advance and approved by the associate administrator. In the event of conflict over paid vacation schedules, the employee with the greater seniority shall be given preference.

An employee who has used his/her accumulated sick leave for illness or injury may elect to use dock days rather than vacation time for leaves taken due to sickness which are not qualifying leaves under the Family Medical Leave Act.

Vacation may be used in segments of no less than one hour.

Teacher associates employed in the Shelter Care Educational Program commencing full-time employment after June 30, 1997, shall earn no vacation.

Teacher associates employed in the Shelter Care Educational Program who have been receiving 15 vacation days will be paid for any carryover vacation days from 1999-2000. Starting July 1, 2000, 5 days of vacation will be granted for the year 2000-2001 or five days of compensation at their current rate of pay in lieu of 5 vacation days. Teacher associates employed in the Shelter Care Educational Program will receive no vacation days starting July 1, 2001.

Article 11: Insurance

The listed insurance provisions shall be for all regular full-time 10- and 12-month

employees. Regular 10-month employees shall be at least 180 days full-time.

A. Life Insurance

The employer shall provide a double indemnity term insurance program for each regular, full-time 10- and 12-month employee. The value of the policy per employee shall be \$50,000.

B. Disability Insurance

The employer shall provide long-term disability coverage for each regular, full-time, 10- and 12-month employee. Coverage for income protection will start after 60 calendar days or expiration of the employee's sick leave benefits, whichever last occurs, and be at 66 2/3 percent of the employee's salary to a maximum payment of \$5,555 per month to age 65 for illness or injury.

C. Health Insurance

The employer-provided program for regular, full-time 10- and 12-month employees.

Single Insurance: The employer will offer a choice of two insurance options for the employee with revised benefits. The employer will contribute the cost of a single insurance policy.

For the 2005-2006 plan year, consistent with insurance committee recommendations, an employee may elect to choose a less costly insurance plan and will receive a contribution toward employees flex account to be used for unreimbursed medical or dependent care expenses and administrative fees.

Family: The employer will pay 60-percent toward the cost of the family plan. The employee may choose to elect either of the two plans offered by the employer. The revised insurance benefits will increase the family out-of-pocket maximum to \$2500.

If AEA 11 employs spouses, those employees may elect to have the employer's contribution toward their single plan combined and used toward purchase of a family plan. In no case, shall the employer pay more than the cost of the family plan.

D. Prescription Drug Insurance

Prescription Drug Coverage: The employer will provide a tiered prescription benefit with drug co-pays of \$5, \$15, and \$30, based upon the type of drug prescribed. The benefits of the plan are based upon the contract reached between the provider and the employer.

E. Dental Insurance

The employer shall provide a family plan dental insurance program with the employer paying the full cost of the single premium for each regular,

full-time 10- and 12-month employee.

- F. If the employer changes insurance carriers during the term of this agreement, there shall be no reduction in benefits.

Article 12: Job Classifications

No job classification or job description, which would remove present employees or exclude new employees from the bargaining unit, shall be approved by the employer without prior discussion with the union.

Article 13: Work Week and Work Day

The regular work week shall consist of five days of seven and one-half hours each, Monday through Friday. All hours worked in excess of 37 1/2 must have prior approval by the chief administrator. Compensatory time or straight time pay shall be granted for all approved hours of work over 37 1/2 but less than 40, including those worked on Saturday or Sunday. Compensatory time or additional pay shall be granted at one and one-half the straight time rate for all work hours over 40 per week. Holidays, jury duty and bereavement leave will be included in the work time calculation. Vacation, compensatory time, sick leave and other temporary paid leaves will not count toward the 40 hour work time calculation consistent with the FLSA. The choice of compensatory time or straight time pay shall be at the discretion of the employee. If, however, at the sole determination of the employer, fiscal consideration warrants a change in the payment of overtime, the parties will meet and develop a memorandum of understanding.

Unless changed by the chief administrator, the normal work day shall be from 8:00 a.m. to 4:30 p.m. with a one hour non-paid lunch break. In addition, each employee is entitled to a 15-minute paid break at or near the middle of each half-day work session. Failure to fulfill assigned duties may result in dismissal.

The regular workweek for van drivers shall consist of 37.5 hours Monday through Friday.

This article should not be interpreted as a guarantee of an amount of hours of work.

Article 14: Wages

Full-Time 10- and 12-Month Employees

A. Salary Rates

All salary rates will become effective July 1, 2005. The employer shall have the prerogative to move any employee to the next level, grant any part of the increase to the next level, hold at the present level, or freeze the salary. Starting placement will be determined by the employer.

AEA 11 CLASSIFIED UNION SALARY SCHEDULE 2005-2006

Group I

Wage rates for Printers, Warehouse Workers, Workers/Maintenance, Administration Secretaries I, Media Secretaries I, Van Drivers, Illustrators, Reservation Secretaries I, Educational Services Secretaries I, Receptionists, Special Education Secretaries I, Media Clerks I, Production Clerks I, Printer Platemaker/Printshop Assistants, and Braillists:

	<u>Hourly Rates</u>	(1,957.50 hrs) <u>12-months</u>	(1,635 hrs) <u>218 days</u>
1	\$12.005	23,499.79	19,628.18
with benefits*		32,042	27,619
2	12.631	24,725.18	20,651.69
		33,443	28,788
3	13.098	25,639.34	21,415.23
		34,487	29,661
4	14.035	27,473.51	22,947.23
		36,583	31,411
5	14.502	28,387.67	23,710.77
		37,627	32,284
6	14.976	29,315.52	24,485.76
		38,687	33,169
7	15.909	31,141.87	26,011.22
		40,774	34,912

Group II

Wage rates for General Office Assistant, Parent Coordinator, Sub Van Driver, Warehouse Worker-Custodians, Reservation Secretaries II, Media Clerks II, Production Clerks II, Special Education Secretaries II, Educational Services Secretaries II, Audiometrists, Communication Aides, Teacher Aides, and Clerk/Typists:

	<u>Hourly Rates</u>	(1,957.50 hrs) <u>12-months</u>	(1,492.50 hrs) <u>199 days</u>	(1,387.50 hrs) <u>185 days</u>
1	\$11.293	22,106.05	16,854.80	15,699.04
with benefits*		30,450	24,450	23,095
2	11.887	23,268.80	17,741.35	16,493.21
		31,779	25,463	24,037
3	12.220	23,920.65	18,238.35	16,955.25
		32,523	26,031	24,565
4	12.559	24,584.24	18,744.31	17,425.61
		33,282	26,609	25,102
5	13.232	25,901.64	19,748.76	18,359.40
		34,787	27,757	26,169
6	13.901	27,211.21	20,747.24	19,287.64
		36,283	28,897	27,230
7	14.239	27,872.84	21,251.71	19,756.61
		37,039	29,474	27,766

*"With benefits" includes Agency costs for FICA, IPERS, single medical, prescription, dental, life insurance, disability, and workers' compensation.

•Illustrators will receive 10 percent above designation on salary schedule.

•Lead positions will receive 5 percent above designation on salary schedule.

•Night-shift differential of 35 cents per hour for hours worked between 4:00 PM and 1:00 AM by those employees regularly scheduled to work during these hours.

•12 months is 261 days for 2005-06.

Effective July 1, 2005: A 3.85 percent total package in compensation with benefits. No step movement.

Effective July, 1, 2006: A 4.2 percent total package in compensation with benefits.

Effective July 1, 2007: A 4.0 percent total package in compensation with benefits.

- B. Illustrators shall receive 10 percent above designation on salary schedule.
- C. Disputes
Salary schedule placement disputes must be brought to the human resource director by October 1 of the contract year in which the dispute arises before the grievance procedures may be initiated. Action regarding adjustment on the salary schedule shall be limited to the current contract year.
- D. There shall be a night-shift differential of 35 cents per hour for hours worked between 4:00 PM and 1:00 AM by those employees regularly scheduled to work during these hours. In the event a supervisor requests a night shift employee to be on the job during regular work hours (8:00 AM to 4:30 PM), the nighttime differential will be paid as if the employee were working after 4:00 PM. However, in the event the change of hours is the result of an employee's request, the night differential shall not be paid.
- E. Persons designated by the associate administrator to be in lead positions shall receive 5 percent above designation on salary schedule.

Article 15: Entire Agreement and Waiver Clause

This agreement supersedes and cancels all previous collective bargaining agreements between the employer and the union, unless expressly stated to the contrary herein, and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make proposals with respect to any subject identified as bargainable under Section 9 of the Public Employment Relations Act, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the employer and the union, for the life of this agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have

been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

Article 16: Separability and Savings

Should any clause or provision of this Agreement be declared illegal by a decree of a court of competent jurisdiction, or by legislation, or by decision of any authorized governmental agency, it shall be null and void.

Article 17: Printing

Copies of this agreement shall be printed at equal cost to the union and the employer after agreement is reached.

Article 18: Clothing

The employer shall provide one insulated jacket and one raincoat to each van driver. Maintenance and cleaning will be the responsibility of the employee. Upon termination of employment, both are to be returned to the employer. This clothing is to be worn only when employee is performing duties for the employer.

The employer shall provide (the) maintenance employee (s) up to \$150 in 2005-06 for the purchase of protective winter apparel, the property of Heartland, for use when required to perform duties outdoors.

Article 19: Duration

- A. All parts of this agreement shall be in force and effect on July 1, 2005 and continue in effect until midnight June 30, 2009, except as set forth below. Article 11 (Insurance) will be in effect until June 20, 2006. Negotiations for the 2006-2007, 2007-2008 years will include insurance and the parties will consider the recommendations of the insurance committee.

Negotiations for the 2008-2009 contract year will include Article 11, 14, 19 and each party may open an additional bargaining topic. Additional topics may be opened with mutual agreement.

- C. In witness whereof the parties hereto have caused this agreement to be signed by their respective chief negotiators, and their signatures placed thereon, April 11, 2005.

Heartland Area Education Agency 11

BY: Jenifer Owenson
Chief Negotiator

Teamsters Local No. 238

BY: Debbie Longnecker
Committee Member

BY: Michael Stanfill
Union Representative

BY: Gary Dunham
Secretary/Treasurer

Ratified April 11, 2005, by Teamsters Local No. 238.

/s/ Michael Stanfill
Michael Stanfill

Approved April 12, 2005, by Heartland Area Education Agency 11.

Mr. Nels Turnquist
Board President

Appendix A: Memorandum of Agreement

This Memorandum of Agreement is entered into by and between the Heartland Area Education Agency 11 and the Teamster's Local No. 238. This agreement encompasses Article 6: Seniority, Probation, Layoffs, and Recall. It is hereby agreed between the parties that the first sentence under B. Probation of this Article shall read: All new employees shall have the status with the employer of probationary employment for 120 working days from the first day of the most recent hire. This Memorandum of Agreement will be reviewed during formal negotiations in the 2005-2006 contract year.

This agreement is entered into April 2003.

Debbie Longnecker, Committee Member
Teamster's Local No. 238

Jenifer Owenson, Chief Negotiator
Heartland Area Education Agency 11

Michael Stanfill, Union Representative
Teamster's Local No. 238